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Title: **Cortland, City of and Cortland Police Benevolent Association, Inc. (2010)**

Employer Name: **Cortland, City of**

Union: **Cortland Police Benevolent Association, Inc.**

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LABOR AGREEMENT BETWEEN:
CORTLAND POLICE BENEVOLENT ASSOCIATION, INC.
AND THE CITY OF CORTLAND, NEW YORK

JANUARY 1, 2010 TO DECEMBER 31, 2012

THIS AGREEMENT, by and between the CITY OF CORTLAND, New York, hereinafter referred to as the "City" and the CORTLAND POLICE BENEVOLENT ASSOCIATION, INC., of the City of Cortland, New York, hereinafter referred to as the "PBA".

WITNESSETH

WHEREAS, the parties desire to cooperate to ensure harmonious relations and work together for the public safety, and further desire to establish equitable wage scales, standards and conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Public Employees' Fair Employment Act of 1967.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City and the PBA acting through their duly authorized representatives, hereby agree as follows:

ARTICLE I APPLICABLE LAW

The law governing this contract shall be the Public Employee's Fair Employment Act, the Civil Service Law and such provisions of the local laws of the City of Cortland, which are not inconsistent with the said Act and the Civil Service Law.

ARTICLE II RECOGNITION

The City recognized the PBA as the sole and exclusive representative of the full-time police officers of the Cortland Police Department, City of Cortland, up to and including the rank of Captain.

The PBA affirms that it does not assert the rights to strike against the City, to assist or participate in any such strike, or to impose any obligation upon its employees to conduct, assist or participate in such a strike.

ARTICLE III MONETARY COMPENSATION

Section 1. WAGES:

Wages shall be paid in accordance with the salary schedules appearing herein as Appendix "A" during the term of this contract. Employees will receive their full pay in their respective pay grades, in accordance with such salary schedules upon appointment and upon promotion to a given position. Payment of increased salary by reason of length of service shall commence upon the employee's anniversary date after completion of the appropriate year. The term "Certified Entry" on the salary schedule (Schedule "A") shall refer to a new hire who is already certified as a police officer.

Section 2. HOURLY RATE:

For purposes of computing severance pay, and other administrative purposes only, the hourly rate of an employee shall be computed by dividing the employee's annual salary by 2080 hours. It is understood that an employee's annual salary is the total reimbursement for the exact period from January 1 through December 31 in any given year and nothing in this section shall be construed to increase an employee's compensation for any calendar year beyond the scheduled annual salary provided in this agreement.

Section 3. OVERTIME RATE:

Employees covered by this Agreement shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized overtime hours of work.

At the employee's option and in lieu of paid overtime, the employee may take compensatory time off at the rate of one and one-half (1 1/2) times the amount of authorized overtime worked, schedule permitting upon written request.

An employee who is required to work on his off duty time shall be entitled to a minimum of one-half (1/2) hour overtime and the employee shall receive additional overtime to the nearest one half (1/2) hours that the employee is required to remain at work. Overtime payment will be made for overtime in excess of sixteen (16) hours on written request of the employee submitted in a reasonable time for the next payday following the posting of each month's overtime, but in any event, payment shall be made on the next payday after each quarter of the year. When overtime is requested to be paid by an employee, the overtime payment shall be made in a separate check from the employee's normal paycheck.

When an employee is required to attend training sessions, appear in court, attend hearings, confer with the prosecutor or the like during off duty hours, the employee shall be entitled to overtime compensation or equivalent time off.

When an employee attends a training school, either upon request or if required by the Department, requiring out of town travel, except for the basic Police Academy Training, the employee shall be entitled to compensation for any necessary travel time and shall be entitled to overtime for any necessary travel time that is in addition to standard eight-hour workday.

When an employee has left the premises of the police station and is called back to work after completing his regular tour of duty, when the employee is called in on his day off, or when the employee receives a subpoena, required to attend court, a hearing or any other police business, during off duty hours, an employee shall be paid at a rate of time and one-half and be assured a minimum of three (3) hours compensation at time and one-half, except that when a scheduled appearance is within the one (1) hour of the start or finish of the employee's regular tour of duty the three hour minimum shall not apply.

Section 4. OFFICER IN CHARGE (O.I.C.) COMPENSATION:

When a designated Patrolman is temporarily required to serve in and accept the responsibility for work in a higher class position, the OIC shall receive additional compensation in the amount of in 2010 \$1.75, in 2011 \$2.25, and in 2012 \$2.75 per hour over and above his regular salary, while so assigned. If there is no Road Sergeant working a shift, the OIC shall be in charge of the shift for such a time there is no Road Sergeant working, and the OIC shall be compensated as outlined above. The designation of the OIC status shall be determined to be assigned by the Chief of Police or his designee within each of the shift structures.

Section 5. NIGHT SHIFT DIFFERENTIAL:

A night shift differential, in addition to the basic wage rate, shall be paid all employees who shall regularly be assigned to a shift any part of which is included between the hours of 3:00 P.M. and 7:00 A.M., and for all such hours worked in that time period any employee shall be entitled to the night shift differential. For all such hours worked in that time period, each employee is entitled to the following night shift differential: \$2.30 per hour for when working 3:00 p.m. to 11:00 p.m. and \$2.35 per hour when working 11:00 p.m. to 7:00 a.m. over and above his regular salary. As of January 1, 2013, the night shift differential shall be: \$2.00 per hour for when working 3:00 p.m. to 11:00 p.m. and \$2.10 per hour when working 11:00 p.m. to 7:00 a.m. over and above his regular salary.

Section 6. LONGEVITY:

The following longevity payment program is established:

5 to 9 Years of Service - \$1,000.00 per annum

10 to 13 Years of Service - \$1,250.00 per annum

14 to 16 Years of Service - \$1,500.00 per annum

17 Years or More - \$2,000.00 per annum

The annual payments noted above will be based upon each individual employee's anniversary date of employment with the Department and will be paid on the first pay period after the eligible employee's anniversary date. An employee who qualifies for differing amounts in a given year shall receive the higher amount.

Section 7. ELEVEN COMPENSATORY DAYS, PAYMENT OF:

In full consideration of standing Departmental Orders requiring each Officer to report to and be prepared to perform his duties 15 minutes prior to their regularly scheduled tour, and in recognition that this requirement extends the Officer's work day to 8 1/4 hours, the parties agreed that effective 01/01/1981 and 07/09/1999 the following compensation plan took effect.

On January 1 of each contract year, eleven (11) compensatory days (88) hours shall be added to each employee's compensatory time account. The employee, at the employee's option, may be paid for or may take as time off, all or any portion of the eleven (11) days and may use any combination of time off and pay up to the maximum of eleven (11) days. When a request is made for payment in cash, payment shall be made at the end of the next bi-weekly pay period following the request.

When requested to be taken as time off, the request shall be approved by the Chief of Police or his designee and shall not cause an overtime staffing situation. This contractual compensatory time shall be used and/or paid in each contractual year and shall not be carried forward into the following year unless provided by other sections of this agreement.

Section 8. PREVIOUS 260-DAY CLAUSES, AGREEMENT ON:

It is expressly agreed that no additional compensation is due employees under prior collective bargaining agreements for work performed beyond 260 days except prior compensation for overtime heretofore recognized.

Section 9. PAY FOR HOLIDAY/VACATION TIME:

All unused holidays and vacation time shall be converted into straight time at the end of each calendar year and an employee shall be entitled to be paid no later than December 31 of that year. Each year, those employees who have completed five (5) years of service or more shall be entitled to convert ten (10) days of vacation entitlement into cash by giving the Chief of Police written notice of that intent and those employees who have completed ten (10) years of service or more shall be entitled to convert fifteen (15) days of vacation by the same method. The payment shall be made no later than thirty (30) days after receipt of the written request.

Section 10. PERSONAL EXPENSE:

When an employee is out of town on assignment or attending school or training, the employee shall be entitled to per diem as fixed by this Contract or the employee shall be reimbursed his actual expenses for essentials upon furnishing receipts therefore; and if he is required to use his personal vehicle for official police business. The employee will be compensated, therefore at a rate established by the Internal Revenue Service for business deductions. However, City owned vehicle, shall be utilized whenever possible, and when an employee attends a training school, out of town, which requires transportation from and thereto the City shall furnish the employee with a City-owned car for such official use, if available.

The following rates of per diem shall be paid to any employee required to be out of town:

Breakfast allowance - \$5.00 - Leave City prior to 8:00 AM, return after 10:00 a.m.

Lunch allowance - \$7.00 - Leave prior to 11:30 AM., return after 1:30 PM

Dinner allowance - \$9.00 - Leave prior to 4:00 PM, return after 6:30 PM

The following shall be paid to any City employee required to take lodging out of town:

Motel/Hotel rate, expenses to be paid at prevailing rate at the relevant location where employee is sent on City business or Training Schools.

Section 11. TERMINAL BENEFITS:

An employee who retires after having completed one (1) year of continuous service shall be entitled to receive all of his unused comp, holiday, vacation, sick, and personal time.

An employee whose employment is terminated by resignation or retirement and who fails to give the City at least ten (10) working days notice shall forfeit all terminal benefits.

An employee who has completed at least one (1) year of continuous service and whose employment is terminated for any reason except discharge or resignation in lieu of dismissal, shall receive compensation for fifty (50%) percent of unused vacation time. An employee who has not completed at least one (1) year of continuous service and whose employment is terminated for any reason shall not be eligible to receive any vacation benefit.

An employee whose employment is terminated for any reason except discharge or resignation in lieu of dismissal shall receive compensation for holidays worked but not paid.

An employee who opts to resign from the Department, prior to completing ten (10) years of service shall forfeit all sick leave terminal benefits. However, in the event said resignation is necessitated by illness of the employee or illness of the employee's spouse, child, or other dependant; such sick leave terminal benefits may be awarded, upon the mutual agreement of the Chief of Police and the PBA.

If the employee's resignation is necessitated by the above paragraph, or upon retirement or resignation, or opts to resign after ten years of service, the accumulated sick time shall be converted into cash at the rate of one (1) days pay for each one and one-half (1 1/2) days of accumulated sick leave, pro rata, unless the employee elects to take benefits as set forth in Article IV, Section 4.

Section 12. EDUCATIONAL ALLOWANCES:

Any employee who desires to further their education by taking Criminal Justice Courses is hereby so encouraged. The time involved in taking such courses, including travel, is not part of an employee's duty and therefore, is not reimbursable by the City in any manner.

However, if after all due diligence, an employee is unable to obtain any available financial assistance to defray all or any part of the costs or appropriate fees and required textbooks, the city will pay the amounts necessary, i.e., appropriate fees and required textbooks to enable the employee to take Criminal Justice College Courses. If the City pays for any the required textbooks, upon completion of the course for which the City paid, the textbooks shall be considered property of and turned over to the City through the Police Department. Thereafter, if

the City has required course textbooks in its possession, any employee must utilize the textbooks available before the City is to be considered obligated to purchase additional required course textbooks.

The maximum to be spent in any contract year shall be limited to \$5,000 and such amount shall appear in a separate account with the Police Department budget, which shall be designated as the Criminal Justice Education Account (Code A3120.416.09). In addition, the maximum disbursement for any one participant shall be limited to two courses per semester, with the priority being given to members currently participating in the program. The following benefit shall be paid to employees currently employed who attain any of their degrees during the period of this contract:

Any employee who receives an Associates Degree from a duly accredited institution shall receive a one-time lump sum payment of \$200.00. Any employee who receives a Baccalaureate Degree from a duly accredited institution shall receive a one-time lump sum payment of \$400.00, less any amount that was paid to the employee under the aforesaid section for an Associate's Degree. Any employee who receives a Masters Degree from a duly accredited institution shall receive a one-time lump sum payment of \$600.00, less any amounts that were paid to the employee under the aforesaid sections.

Section 13. ADDITIONAL EDUCATIONAL ALLOWANCES:

Any employee who desires to further his/her education by taking courses to obtain degrees in the following areas is hereby so encouraged. Upon completion of a degree in any of these programs, the employee shall receive the degree stipend set forth in Section 12 above.

Allowed Degree Programs

Public Justice/Public Administration
Psychology
Political Science
Sociology

Once an employee has entered any approved degree program all required courses, elective and requirements needed to obtain said degree shall be covered under this section.

Any employee who desires to further his/her education by taking independent courses that by their nature are related to Police work is hereby so encouraged. The following listed topics/courses are authorized:

Allowed Independent Courses

- | | |
|--------------------------|----------------------------|
| 1. Typing | 9. Sign Language |
| 2. Computer Entry Levels | 10. Supervisory/Management |
| 3. English/Grammar | 11. Public Relations |
| 4. Report Writing | 12. Any DCJS Program |

- | | |
|--------------------------|--------------------------------|
| 5. Foreign language | 13. Firearms training |
| 6. Supervisory/Personnel | 14. Negotiations (criminal) |
| 7. CPR/EMT/First Aid | 15. Officer/Street Survival |
| 8. Photography | 16. Labor/Management Relations |

The listed courses in Section 13 (#1-16) may be presented by public/private sector institutions or public/private sector Training Institutions. These courses may be credit bearing, non-credit bearing, life-long learning, or of a professional job related nature.

The City has established an education fund of Four Thousand Dollars (\$4,000.00) payable to cover the cost of the above listed Degree Programs and Independent Courses covered in Article 3, Section 13 of this Agreement.

Payment and administration of this section with regard to tuition and books shall be governed in the same manner as outlined in Article 3, Section 12 of this Agreement. The City will pay for an employee to take up to three (3) individual courses during each year covered by this Agreement on a first-come, first-served basis.

Any employee enrolled in a Degree Program listed in Section 13 will be allowed first choice of available monies up to 15 days prior to the start of each semester or instructional period. This first choice option will continue each semester or instructional period 1. This first choice option will continue each semester until the degree program employee is graduated or the employee waives his/her right to participation in the program for the particular semester or instructional period. The City will pay for an employee to take up to six (6) credit hours during each semester in the listed Degree Programs in above Section 13 of this Agreement. Entry to a degree program is on a first-come, first-served basis.

Any employee that wishes may enroll in any number of allowable courses under Section 12(b) listed above; then on or about December 1 of each year governed by this Agreement, any monies not expended in the educational fund will be made available to those employees to reimburse expenses as outlined in this subsection, provided that each part of this Agreement has been followed.

If any employee received an unjustifiable failing grade or course incompleteness, the Chief of Police may review the situation with the employee as to future disbursements for educational purposes. Upon completion of a course, a final grade or resolution report shall be provided to the Chief of Police for his review and inclusion into the employee's personnel file. This Paragraph shall apply to Sections 12 and 13 of this Article. Any employee that fails to fully complete any course or program enrolled in waives his/her right to further compensation for any program covered by Article 3, Section 12, for the remainder of the current year and the next year.

Situations of extenuating circumstances can be reviewed by the Chief of Police to determine individual eligibility for future course reimbursement.

Section 14. UNIFORM AND EQUIPMENT ALLOWANCE:

Each employee shall be entitled to an allowance for the purchase repair, and cleaning of required uniforms, and the purchase, repair, and maintenance of such other equipment, clothes, and supplies that are pertinent and necessary. Employees may receive reimbursements, or may make purchases by presenting the Finance Office with a voucher furnished by the Police Department.

Effective January 1, 2010, the clothing allowance for a uniformed officer will be \$850.00. All officers required to maintain two uniforms will receive a total of \$950.00.

The first year after hire a new officer will receive \$1,500 for uniforms and equipment.

The second year after hire the officer will receive \$1,000 for uniforms and equipment.

Officers will be allowed to cash out \$600 annually with proper receipts, if available, for cleaning and repair, payable on February 1st in each calendar year.

Any employee who is required to maintain a civilian wardrobe in addition to the required uniform shall be entitled to receive an additional allowance of \$100.00 per year as a uniform purchase allowance, as already indicated in the totals set forth above. This provision is intended to apply to personnel who are assigned to the detective bureau, the youth division, the training/public relations officer and the lieutenants who are required to wear street clothing. It is also intended to apply to officers assigned to the Tactical Response Unit and the Uniform Bicycle patrol. It does not refer to seasonal uniforms. It is agreed that ownership of all uniforms and equipment, including revolvers and pistols will become the property of the employee after he/she completes five (5) years of service with the City.

Each employee is entitled to purchase two revolvers/pistols from his uniform allowance during his length of employment. One revolver/pistol shall be his duty weapon, which would be designated by the current rules and regulations of the Police Department. The second revolver/pistol would be a weapon for use as a duty weapon in a plains clothes or desk assignment, also designated by the current rules and regulations of the Police Department, or a weapon for use as a carry weapon in an off-duty capacity, said weapon also to be consistent with any current rules and regulations of the Police Department.

Any officer who suffers damage/loss of eyeglasses/contact lenses while on duty is entitled to reimbursement from his Uniform Equipment Allotment funds for the replacement of repair of the damaged/lost eyeglasses/contact lenses. To be eligible for payment the officer must report such incident no later than the change of shifts on which the incident occurred. The report shall be made to the Command Officer, Road Sergeant or OIC for said shift.

Section 15. FIREARM TRAINING QUALIFICATIONS ALLOWANCE:

On or about July 1, 2003, or as soon thereafter as an employee qualifies, the City of Cortland will pay \$260.00 to each employee that obtains or maintains his/her firearms qualification according to the use of force and firearms policy of the City of Cortland. Effective January 1, 2004, this amount shall increase to \$275.00 and effective January 1, 2005, this amount

shall increase to \$295.00.

Section 16. FIELD TRAINING OFFICER COMPENSATION:

This section specifically applies to the typically twelve (12) week period following the Basic Academy for Police. Any officer who is responsible for Field Training a new recruit officer, during the training period following the Basic Police Academy, shall be compensated at the rate of one (1) hour of compensatory time for every eight (8) hours, or any portion thereof, spent training said new recruit officer. Said compensatory time will be given in pay (one hour of compensatory time equal one hour of pay) based on the officer's base pay rather than given as time off.

Only the field training officer that is responsible for completing the daily and/or weekly paperwork required to document this training during this period is eligible for the compensatory time compensation on a per diem basis.

It is understood that, at the discretion of the Chief of Police, the duration of the field training may be extended or reduced for a period lasting longer or shorter than the typical twelve (12) week period. Should this occur, paragraph one (1) would still apply until the Chief of Police decides that further field training is no longer required and/or the extension of the training is terminated.

ARTICLE IV
BENEFITS

Section 1. RETIREMENT BENEFIT:

The City agrees to continue the retirement plan, which is presently in existence providing for retirement of employees after twenty (20) years service, benefits thereunder to be computed in accordance with Sections 302-9(d) and 384-d of the New York State Retirement and Social Security Law.

The entire cost of the retirement plan is to be borne by the City.

Section 2. INSURANCE:

On January 1, 2008 the City agrees to provide health insurance as good as the current plan and to pay 84% of the total cost thereof for each employee of the department and his family who are covered thereby. Consequently, on January 1, 2008 each employee covered by health insurance shall contribute 16% of the total employee costs per month to the City payable by payroll deduction from one monthly check

The prescription co-pay program shall be amended to a \$0.00 /generic \$10.00/name brand program as soon as the City's insurance carrier is able to complete the administrative tasks required to effectuate such a change.

Any member opting not to take the offered health care coverage will be compensated at

the following rate:

1. Any member eligible for the family coverage will get \$5,000.00.
2. Any member eligible for the single coverage will get \$2,500.00;

only if the offered health insurance coverage is not taken for a full calendar year except in the case of new hires who may be compensated for opting out for the remainder of the calendar year in which he/she is hired. The decision to opt out of offered health insurance for the next calendar year must be made and memorialized in the preceding year open enrollment period.

The City agrees to provide a life insurance policy as good as the present \$5,000.00 if he/she opts out for the remainder of the calendar year in which he/she is hired. life insurance policy and to pay the entire premium thereon, for the benefit of each employee who shall have the right to select his or her own beneficiary.

Section 3. INDEMNIFICATION:

The City of Cortland will indemnify and defend Police Officers in its employ, against any civil lawsuits arising from the discharge of their duties within the scope of their employment. The duty to indemnify prescribed by this section shall not arise where injury or damage resulted from the intentional wrongdoing or gross negligence on the part of the employee. The City will indemnify and defend police officers according to all applicable Federal, State and Local Statutes, including but not limited to the following Sections, 50-a, 50-b, 50-c, 50-j (liability of Police Officers for negligence in the performance of duty) of the General Municipal Law, Section 18 of the Public Officers Law, and Chapter 17 of the Code of Ordinances of the City of Cortland.

Section 4. RETIREMENT HEALTH BENEFITS:

Upon retirement, an employee shall be compensated for accumulated but unused sick leave under the terms of the following subsections:

- A. The option of a Cash Settlement of accumulated sick leave at a conversion rate of one day for each one and one-half (1 1/2) days accumulated sick leave, or
- B. Health benefits based on the following schedule:

Accumulated Sick Days times Daily Pay Rate at Retirement equals Dollar amount of Health Insurance Payment Monies, i.e. 120days x \$100.00 = \$12,000.00 (1 sick day for 1 sick day). (Accum. Time) X (Rate) = (Bank)

- C. If a retiree should die prior to receiving all earned paid-up health insurance benefits his spouse or other beneficiary as applicable at time of retirement shall be able to continue the health insurance coverage under the same participating provisions of the retiree for the remainder of the period earned.

D. Upon retirement, or in the event of an employee's death prior to retirement, all accumulated sick leave that is not applied to paid-up health benefits shall be converted into wages at the rate of one day's pay for each one and one-half days of accumulated sick leave and paid to the employee, or his beneficiary, as applicable.

E. Any employee who has completed seventeen (17) years in the Cortland Police Department may convert all unused holidays, vacation time, overtime and compensatory days allowed by this Agreement (11 days per year) earned after the 17th year into sick time, for health benefits only. The conversion of sick time allowed by this section shall occur at the end of the calendar year, or prior to the end of the calendar year. All converted time shall be added to the employee's bank of sick time and will be posted effective December 31 of each year.

F. Retired employees shall contribute a percentage towards their monthly health insurance premium. This percentage shall be fixed at the percentage that the retired employee contributed as an active employee in the contract year that his retirement became effective. Such percentage shall remain fixed unless the retired employee, at the employee's option, wishes to increase the percentage of his contributions as a means of extending the period of time that his/her total health insurance monies will assist in the provision of health insurance during his/her retirement.

G. The Police Administration shall provide an employee who may request it an annual accounting of the accumulated sick days. Upon request of said employee, this accounting shall be made available within a reasonable time of the end of the year.

H. Employees shall make known to the City their choice of programs at the same time notification of intent to retire is given the Retirement System, but no less than thirty (30) days prior to retirement.

I. If an employee accumulates a total of 250 or more sick days by his effective date of retirement, the employee is eligible for "paid up for life" health coverage as defined herein upon surrendering two hundred fifty (250) accumulated sick days from his/her bank.

The term "paid up for life" as used in this contract shall be interpreted to mean that in retirement, the retired employee shall contribute a percentage of the monthly health insurance premium, said percentage to be fixed for life and to be defined as the percentage being contributed as required by the contract in the year that the employee's retirement takes effect. However, members who retire during the period of January 1, 2006 through December 31, 2008 (Two Thousand Eight) and meet the requirements for retirement health insurance benefits, shall be required to contribute ten (10%) percent of the monthly health insurance premium, which percentage shall be "locked-in" and fixed for life. The City shall pay the remaining percentage of the monthly health insurance premium for the life of the employee.

If a retired employee dies, his spouse may continue health insurance coverage under the same provisions as the retired employee for the remainder of the spouse's life. Said spouse must have been the spouse of the retired employee at the date of the employee's effective retirement. If the deceased retired employee had attained any of the thresholds for paid up for life coverage,

the spouse shall continue to receive the same benefits for the remainder of his/her life. A minor dependent, who was a minor dependent of the retired employee at the date of retirement, shall be able to continue health insurance coverage under the same provisions as the deceased retired employee for as long as the minor dependent would be eligible to be considered a dependent of the deceased retired employee under the applicable insurance rules that determine dependent status.

J. For the term of this Agreement, a retiring employee with 230 or more days of sick leave accumulation shall be entitled to a lifetime health insurance with one-half of the premium to be borne by the City, and one half of the premium cost to be borne by the retiring employee.

Effective on January 1, 2009 (Two Thousand Nine), all employees hired on or after that date shall be eligible for retirement health insurance benefits by surrendering 300 accumulated sick days upon retirement. By doing so, the employee is eligible for health insurance coverage, but will be responsible for paying forty (40%) percent of the premium.

K. Retiring employees at the time of notification of the intended program they will participate in as outlined in Section H of this Section, who elect to opt to convert accumulated sick time to pay for retirement health insurance, said retiring employee may defer these funds for future monies. Monies available for Health Insurance payment purposes will be determined at time of retirement by the City, and that amount will be available to the retired employee or his spouse (at the time of retirement) at any time after retirement for the purpose of premium payment less the monthly percentage contribution paid by the retired employee at the time of the employee's retirement.

L. The City shall furnish retiring employees with a statement, which specifies what options an employee has chosen as to application of his accumulated health insurance monies according to other sections of this Agreement. Said statement shall clearly define total monies computed and available at retirement, type of health insurance coverage selected (single, family, spouse/dependents) at time of retirement, percentage of contribution of health insurance premiums to be made by retiring employee and by City, and any other information that may be pertinent to an option chosen under any of the applicable sections of this Agreement.

Retired employees, upon request of the City, shall be provided a yearly accounting that updates the status of their total health insurance monies, detailing monies expended through the year and the remaining balance.

Section 5. SICKNESS/DISABILITY BENEFITS:

A. Off Duty Illness/Injury

In the event that an employee suffers an off duty illness/injury, for such time as the employee is absent from work and using his accumulated leave time (sick time, vacation time, holidays, contractual compensatory time, personal leave time, accumulated overtime), or while the employee uses any advancement of the aforesaid time or leave according to the provisions of other sections of this contract, the employee shall continue to receive, and shall continue to

accrue, all contractual benefits conferred upon him by this Agreement.

B. On Duty Illness/Injury

In the event that an employee suffers an on-duty or duty-related illness/injury and the employee is absent from work during the period of absence from work, the employee shall continue to receive, and to accrue all contractual benefits conferred upon him by this Agreement, for a period of one hundred eighty (180) days from the commencement of a continuous absence from work due to the on-duty illness/injury.

If the continuous absence extends beyond one hundred eighty (180) consecutive days, the employee shall continue to receive, and shall continue to accrue, all contractual benefits conferred upon him by this Agreement, except the following specified benefits: Uniform and Equipment Allowance, Holiday Pay, and Contractual Compensatory Time and Vacation. These four (4) benefits would be prorated; the employee would receive or accrue the portion of these benefits for the current contractual year up to the date that represents the end of one hundred eighty (180) consecutive days of continuous absence from work.

If an employee returns to work at some time after a period of more than one hundred eighty (180) continuous days of absence, the employee shall again receive and begin to accrue as of the date of return to work, all contractual benefits conferred upon him by this Agreement. Those four (4) specified benefits that are allowed to be withheld during the period of absence which exceeds one hundred eighty (180) consecutive days shall be prorated, and the employee shall receive and accrue that portion of each benefit for the remaining period of the contractual year that the employee is present for work.

If an employee who has returned to work is subsequently absent from work due to the same illness/injury, or he suffers a subsequent on-duty or duty-related illness/injury, the one hundred eighty (180) day period (180 continuous days) for continuous absence shall again apply before the cessation of the four (4) specified benefits.

C. Disability Retirement

Employees disabled due to an on-duty or duty related illness/injury will receive the same level of health care coverage that they had at the time that were injured or became ill, i.e., family or individual coverage. The City will provide 100% of the premium for the appropriate coverage for the employee's lifetime. In the event of the employee's death, the City will provide 100% of coverage for the spouse and/or child until the spouse qualifies for Medicare, or remarries, and/or their dependent child reaches an age which disqualifies them from coverage under the plan.

Section 6. PRIOR BENEFITS:

All other benefits currently being enjoyed by employees of the Department, whether by statute, law, ordinance, resolution, previous conditions of employment, policy or custom, shall continue to be in effect, provided such benefit does not conflict with a benefit herein provided.

ARTICLE V DUTY SCHEDULE

The parties reaffirm the present work schedule and Procedures of the Department to the extent they are not in conflict with this Agreement.

Section 1. WORKDAY/WEEK STANDARD:

The standard workday shall be eight (8) hours and the standard work week shall be forty (40) hours, consisting of five (5) consecutive workdays and two (2) consecutive days off away from work.

Section 2. DUTY SCHEDULE APPLICATION:

The duty schedule for Patrol Officers shall provide for three (3) tours of duty or shifts, as follows: One commencing at 7:00 AM and ending at 3:00 PM, another commencing at 3:00 PM and ending at 11:00 PM, and the third commencing at 11:00 PM and ending at 7:00 AM. Tour of duty are to be assigned as follows:

Patrolmen -shall be assigned, as far as practicable, on a rotating basis, with each spending an equal amount of time on each three (3) shifts. The period of rotation shall be four (4) weeks. Each shift shall be a distinct unit or platoon with all seniority rights as defined within this contract.

Shift/Road Sergeants -shall be assigned, as far as practicable, on a rotating basis, with each spending an equal amount of time on each of four (4) shifts. The period of rotation shall be two weeks (2) weeks. The duty schedule for Shift/Road Sergeants shall provide for four (4) tours of duty or shifts as follows: one commencing at 6:00 AM and ending at 2:00PM; another commencing at 2:00PM and ending at 10:00PM; another commencing at 9:00 PM and ending at 5:00 AM; and another commencing at 10:00 PM and ending at 6:00 PM.

The duty schedule shall not apply to the Lieutenants, employees of the Detective Bureau, the Youth Division, or the Sergeants or officers of the Records Division, or the Public Relations/Training Division.

The exchanging of shifts within ranks is permissible only with the prior approval of the Chief of Police, whose decision is final and binding.

The implementation and assignment of the rotating shift schedules shall be the duty of the Chief of Police or his designee, whose decision is final and binding.

The President of the PBA or his designee, shall submit to the Chief of Police, by the 30th of November of each year, a schedule setting forth the choice of days off selected by the Patrolmen on a seniority basis within the Uniform Division. These chosen days off shall be in effect from January 1 to December 31. If, during the twelve month period covered by the

respective bid, a vacancy occurs within a specific shift or platoon, a new bid for the available days off created by the vacancy would become appropriate and necessary. The Chief of Police has the authority to review the needs and circumstances created by the vacancy within the shift or platoon. After such review and following due consideration to any created hardship imposed upon the other patrolmen within said shift or platoon or the diminution of the administrative control of the functioning of the Uniform Division, the Chief of Police shall implement the new bid.

Section 3. OVERTIME COMPENSATION WHILE ATTENDING TRAINING SESSIONS:

With the exception of Basic Police School, an officer attending any training session will be paid for any time worked in excess of the normal eight (8) hour work day, including necessary travel time at the rate of time and one-half.

With the exception of Basic Patrol School, an officer attending any training session on a regularly scheduled day off shall have the option to be paid in cash at the rate of time and one-half, or be reimbursed compensatory time at the rate of time and one-half for, the normal eight (8) hour work day. Any time worked over the normal eight (8) hour day will be paid for as in "a" above. Compensatory time accumulated in this manner may be taken off by the officer when the schedule permits.

Section 4. STANDBY DUTY:

When an employee is ordered to "standby duty" or "held on alert", shall be entitled to one-half (1/2) hour of overtime for each hour that the employee remains in such status. "Standby Duty" or "Held on Alert" status shall be determined by the Chief of Police or his designee.

Section 5. ON-CALL DUTY:

A. Definition of On-Call

Status assigned to all employees of the Detective Bureau/Youth Division, whereby the officer is subject to recall to the Police Department at time when there is no detective/youth officer on duty and circumstances or events would dictate that a detective/youth officer is needed at the Police Department, or within the City of Cortland, to perform duties and/or conduct investigations that are consistent with the regular assigned duties of a detective/youth officer.

B. On-Call Compensation

The On-Call compensation shall be established at a daily rate of \$46.50 per on-call day commencing January 1, 2010, \$51.50 per on-call day commencing January 1, 2011, and \$56.50 per on call day commencing January 1, 2012. On all paid holidays as defined in Article VI, Section 3, On-Call compensation will be an additional \$10 per on-call holiday. Accumulated On-Call days covered shall be paid to the officer on a quarterly basis.

C. Flexibility and Exchange of Assigned On-Call

A detective/youth officer will have ability to swap individual assigned days/hours of on-call among themselves providing that all necessary on-call hours are covered and any swap in assignments is properly recorded in Department records. The intent is that all detectives/youth officers cover an equal amount of on-call days, in the absence of extenuating circumstances. If unable to make a voluntary swap of on-call coverage on a granted time off day, it will be up to the Administration to assign another member to cover the on-call for that day/time period.

D. Radio Pagers/Telephone Pagers

The Police Department will maintain radio pagers and telephone pages for use by on-call personnel.

E. Method of On-Call Assignment/Rotation

The current schedule of assignment of rotating on-call coverage shall not be arbitrarily changed by the Administration without consultation and input from the detectives/youth officers about any proposed changes.

F. Modification of Duty Hours

If a detective/youth officer is called in to duty and works past 12:00 midnight, he will be given consideration to modify his regularly assigned start hour for his upcoming tour of duty.

G. Lack of Manpower for On-Call Coverage

If, due to retirements, illnesses, reassignments of personnel, etc., the number of detectives/youth officers available to cover on-call assignments drops to three (3) officers or less, the remaining detectives/youth officers may advise the Chief of Police of any hardships created to them by the lack of manpower. The Chief of Police may determine remedial measures to be taken to alleviate the created hardships. Any additional officers that are assigned to cover on-call shall also be compensated at the established rate.

Section 6. MINIMUM PERSONNEL:

1. When SUNY Cortland is in session, there will be a minimum of four (4) patrol officers assigned to cars, a minimum of (3) cars, and one (1) desk officer on Thursday, Friday, and Saturday nights between the hours of 1500-0300.

2. When SUNY Cortland is not in session, there will be a minimum of four (4) patrol officers assigned to cars, a minimum of (3) cars, and one (1) desk officer on Thursday, Friday, and Saturday nights between the hours of 1500-0300. Any regularly scheduled overtime may be considered in complying with the minimum staffing requirement.

3. Excepting the above and in emergencies, there will be a minimum of three (3) patrol

officers assigned to cars and one (1) desk officer.

4. When the shift falls short of the minimum staffing due to illness or unforeseen circumstances, the minimum staffing requirement will be accomplished by utilizing the overtime procedure, providing that any time off that has been granted was granted a minimum of twenty-four (24) hours prior to the effected shift. Time off granted less than twenty-four (24) hours prior to the start of the effected shift may be cancelled to accomplish the minimum staffing requirement.

5. The Chief of Police or his designee shall make the determination regarding the existence of circumstances that would require more than the minimum staffing as outlined. This staffing procedure is in no way intended to supersede any other contract requirements regarding minimum staffing. It is understood that these guidelines are for minimum staffing only and when deemed necessary, any number of patrol and supervisory personnel can be scheduled to work with time off being restricted.

6. This staffing agreement is intended as a clarification and guideline to assure a standard of administration.

Section 7. RIGHT TO ENTITLEMENT, EQUAL COMPESATION:

The employees of this unit are entitled to equal compensatory time granted to other City employees.

The measured compensatory time referred to in this section will be gauged solely by the unscheduled closings of City Hall. Compensatory time off will be granted to the entire PBA unit only when City Hall is declared closed as a result of a National or State wide declarations.

When City Hall experiences an unscheduled closing due to a local or regional emergency and the closing encompasses an entire regularly scheduled City Hall workday, compensatory time will be granted only to those employees who were scheduled to work during 24-hour calendar day which includes the hours City Hall experienced the unscheduled closing.

If the unscheduled closing of city Hall is for less than a full regularly scheduled workday, the hours of the compensatory time granted employees will be limited to the hours City Hall is closed and shall be granted only to those employees scheduled to work during the hours City Hall is closed.

ARTICLE VI TIME OFF

Section 1. SCHEDULING:

Employees shall request approval of the Chief of Police or his designee, in advance, for any absence to be charged to vacation credit. March 1 of each year will be the deadline for submitting requests for vacation approval which is to be determined on the basis of seniority.

Requests submitted after March 1 will be approved on a first-come first-served basis, as long as personnel requirements for the different shifts can be met. Those who fail to submit requests for vacations assignment shall receive vacation assignments as determined by the Chief of Police. Shift swaps are allowed as long as the shift swap does not effect the minimum staffing level, as outlined in Article V, Section 6.

An employee shall be permitted to split his vacation into any number of periods, whenever such election will not interfere with the proper function of the Department, taking all or any part of his/her vacation at any given time so long as the work schedule permits.

Shift Swap Definition

A member of any shift may swap to another shift, as long as the swap does not effect the minimum staffing requirement, as outline in Article V, Section 6. The Chief of Police or his designee must approve Shift Swaps.

Section 2. VACATION:

After six (6) months service, an employee shall receive one (1) week of vacation. After one (1) year of service, an employee shall receive two (2) weeks of vacation per year. After five (5) years of service, an employee shall receive three (3) weeks of vacation per year. After ten (10) years of service, an employee shall receive four (4) weeks of vacation per year. After fifteen (15) years of service, an employee shall receive four (4) weeks and two (2) days of vacation per year.

Section 3. HOLIDAYS:

“Holiday” shall include all those listed within the collective bargaining labor agreement. Each employee shall be entitled to twelve (12) paid holidays as follows: New Year’s Day, Martin Luther King’s Day, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans’s Day, Thanksgiving Day, and Christmas Day.

Employees working any time within the 24-hour period from 12:00 a.m. midnight to 12:00 a.m. of the following eight (8) Holidays – New Year’s Day, Martin Luther King’s Day, Thanksgiving Day, Christmas Day, Memorial Day, Independence Day, Labor Day and Veterans’s Day, shall be compensated at a rate of double time for any and all hours worked during said holiday. Commencing January 1, 2010, two paid holidays, Columbus Day and Election Day, shall be added to those paid holidays compensated at double time.

Section 4. COMPENSATORY TIME:

As provided for in Article III, Section 7, each employee receives eleven (11) contractual compensatory days per contract year. Each employee may also accumulate compensatory time, and such accumulated compensatory time may be taken as time off as scheduling allows. This accumulated compensatory time shall not be carried forth into the following year, unless through

agreement with and the approval of the Chief of Police, or as may be provided by other sections of this Agreement.

Section 5. SICK LEAVE:

Employees shall also be entitled to eighteen (18) sick days per year, which may be accumulated at the rate of one and one-half days per month. There is no cap on the maximum number of sick leave days or hours that an employee may accumulate.

After being out of work for a total of ten (10) consecutive scheduled work days or more, a doctor's certificate would be required prior to returning to work after an accident or illness. Such certificate shall be at the employee's expense, except at the discretion of the Chief of Police the certificate may be waived. However, if the time period is less than ten (10) consecutive scheduled workdays, the employee shall not be required to furnish such certificate unless the City engages a physician at the City's expense to make an examination as deemed necessary and/or pays the cost thereof for such examination and certificate of condition.

All accumulated sick leave shall be recorded in a single bank of time, listed in hours of accumulated time. An employee is limited 160 usable sick leave days for a continuous absence from work due to an off duty illness/injury. Beyond 160 usable sick leave days, if an employee's absence continues, he is allowed to use other accumulated leave time to cover his continued absence from work, as provided for in other sections of the Agreement. When an employee is certified to return to work, as provided for in this section, and does return to work, the employee is again entitled to use accumulated sick leave up to 160 days for a continuous illness/injury. Upon approval of the Chief of Police, members will be allowed to donate up to six (6) days of any time off or sick time to another member if that member is in need of extra time due to illness or family emergency and said member has exhausted all of his sick time. The member understands that these days will not be reimbursed.

It is the intent of this section that an employee may use up to 160 days of accumulated sick leave for any one continuous injury or illness.

The Chief of Police at his discretion may extend additional sick leave credits to an employee who has exhausted his bank of accumulated sick leave credits due to extended illness or injury. The above, however, shall not apply to workers' compensation/207-C cases in which the employee is already receiving payments from the insurance carrier and/or the City. Such extensions shall be in writing and a copy shall be forwarded to the Director of finance and Administration. It is understood and agreed that upon return to work, the employee shall reimburse the City for these extended sick days through a reimbursement from salary and/or future earned sick days, said reimbursement shall be a mutually agreed to plan and shall be put in writing, and that upon separation from employment the employee shall have reimbursed the City in full for these days.

An employee, with the written approval of the Chief of Police, may convert unused holidays, vacation and compensatory time into sick leave for the purpose of dealing with an extended off-duty illness or injury that has caused him to utilize all accumulated sick leave.

The falsification of evidence to substantiate sick leave and the false reporting of illness or injury shall be cause for disciplinary action.

Section 6. FUNERAL LEAVE:

In the event of the death of one of the following members of an employee's family: parents, including foster or step parents, spouse, children, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grandparents, or other relative who is a member of the household, the employee shall be excused from work at his/her request for the purpose of bereavement. The employee shall be paid for all excused work days and shall be allowed a total of three (3) excused workdays. Said three (3) excused workdays shall be granted around the occurrence of the funeral.

The Chief of Police, if he finds extenuating circumstances, may grant addition unpaid bereavement leave. His decision shall be final and binding.

It is the intention of the parties hereto that an employee shall be entitled to funeral leave only for the time that would otherwise be worked.

Section 7. PERSONAL LEAVE:

Employees shall receive up to two (2) personal leave days per calendar year with pay upon the following conditions:

There will be no time limit on when a request for personal leave can be submitted. The Officer will be required to provide an explanation for the leave to the Chief or Assistant Chief only. Minimum staffing standards cannot be used as a justification for denying personal leave. However, at no time will using personal time bring the shift to more than one patrol member under minimum staffing.

Section 8. FAMILY HEALTH CARE DAYS:

Up to three (3) working days of accumulated sick time, vacation time, or compensatory time may be taken within each fiscal year in the event that an employee's full attention is necessary to care for a member of the employee's household, or a member of the employee's immediate family, or a dependent. Immediate family shall be restricted to wife, children, parents, and parents of spouse. This time may be used consecutively, or at separate times, and shall be granted regardless of minimum staffing requirements in case of emergency. However, at his discretion, the Chief of Police may request verification of illness. Whenever Family Health Care Days are requested, the Chief of Police or his designee must be notified as soon as possible.

ARTICLE VII EMPLOYEE RIGHTS

Section 1. SENIORITY:

Seniority is defined as privileged status attained by length of continuous service with the Cortland Police Department as the term of "continuous service" is defined in Section 80 of the Civil Service Law. Seniority shall apply to choice of vacation, days off, and holidays. Seniority rights shall be determined within the ranks, i.e., among the patrolmen, among the sergeants, etc. However, in determining preference for the purpose of selection of vacation and holidays, seniority within the shift, not the Department, shall control.

Section 2. EXAMINATION OF PERSONNEL RECORDS:

An employee shall have the right to examine his own departmental personnel record at any reasonable time during normal business hours upon request to the department head. Such examinations shall occur in the presence of the department head or his designee.

An employee shall have the additional right to receive copies of materials placed in his personnel file. The department head shall maintain a written record of the material(s) initially furnished to each employee, and subsequent copies of the same material shall be furnished to each employee. In the event that an employee makes excess use of this copying privilege, the City may then require the employee to pay for such additional copies at a rate charged to the general public.

An employee shall have the right to insert material in his own personnel folder, including but not limited to materials pertinent to an employee's record of service and/or explanations, replies, or rebuttals to other materials in an employee's personnel folder.

Section 3. NO "MAKE WORK":

When an employee is called back to work for overtime, he shall not be obliged to perform other than usual duties required of him or as directed by the emergency or occasion for his recall, and the officer authorizing such recall shall not create or "make" work to occupy or use up minimum recall time.

Section 4. WAIVER OR GRIEVANCE PROCEDURE:

An employee may waive his right to the grievance procedure in lieu of an informal resolution of the matter. If an informal agreement cannot be reached, the employee shall follow the steps set up in Article VIII, Section 3, having ten (10) working days from date of last meeting to file a written grievance.

ARTICLE VIII
GRIEVANCE AND DISPUTES

Section 1. GRIEVANCE DEFINITION:

A. A grievance is defined as a claimed violation, misinterpretation or inequitable application of the terms of this contract or of the rights claimed to exist thereunder, or disputes concerning disciplinary actions levied against employees. A grievance may be an issue that affects an individual employee, a group of employees or the PBA as an employee organization and representative.

Section 2. GRIEVANCE PROCEDURE:

A. An employee may present a grievance on his own behalf, and he is also entitled to have a PBA representative present at his grievance, and/or is entitled to have an attorney present his grievance. The employee and any PBA representative shall be free from interference, coercion, restraint, or discrimination by the City Administration in the presentation of the grievance. Hereinafter, the employee(s) and/or PBA representative presenting a grievance shall be referred to as grievant(s).

B. The time limits set forth in this article are of the essence. They may be extended only by mutual written consent of the parties. The failure of the grievant to proceed within the established time limits set forth or within the procedure established will terminate the grievance at that step. The failure of the City to answer a grievance within the time limits set forth will advance the grievance to the next step.

C. For the purposes of this article, working days shall mean all days other than Saturday, Sunday or legal holidays as celebrated by the City. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of working days in which action must be taken in any step of the grievance procedure.

Section 3. STEPS:

A. Step 1: Presentation of Grievance to the Chief of Police or His Designee

1. A grievant shall file a written grievance with the Chief of Police or his designee within ten (10) working days of the act or incident or within ten (10) days of when the act or incident becomes known to the grievant, which act constitutes the alleged grievance. The written grievance shall set forth in sufficient detail the applicable dates, times and individuals involved, the nature of the incident/dispute, the provision(s) of the agreement alleged to have been violated, and the remedy sought through resolution of the grievance.

2. If the grievant requests such, the Chief of Police or his designee shall hold an informal hearing with the grievant at which time the grievant may present oral and written arguments in their grievance.

3. The Chief of Police or his designee shall review the grievance and must hold a requested informal hearing with the grievant within ten (10) working days of receipt of the initial written grievance, and he shall issue a written decision on the grievance within fifteen (15) working days of the receipt of the written grievance.

B. Step 2: Presentation of Grievance to Mayor:

1. The grievant must submit the grievance to the Mayor or his designee within five (5) working days of receipt of the decision of the Chief of Police or his designee.

2. The Mayor or his designee shall hold a hearing within ten (10) working days of receipt of the grievance. The grievant may appear at such hearing to offer oral and written arguments with respect to the grievance.

3. The Mayor shall issue a written decision within fifteen (15) working days of receipt of the written grievance.

C. Step 3: Presentation to Arbitration

1. If under Step 2 procedures, the grievance is not adjusted to the satisfaction of the grievant, the grievant may submit the grievance to final and binding arbitration within ten (10) working days of receipt of the written decision of the Mayor.

2. The arbitrator shall be selected according to the rules of the American Arbitration Association. All fees and expenses of the arbitration/arbitrator shall be divided equally between the City and the grievant. Each party shall bear the cost of preparing and presenting its own case.

3. The decision of the arbitrator shall be final and binding on the grievant and the City. The arbitrator shall have no power to add to, subtract from or modify any provision of this contract.

Section 4. COORDINATION WITH ARTICLE X. SECTION 4. DISCIPLINE AND DISCHARGE:

As stated under provisions of Article X, Section 4, a suspended employee may file a grievance referencing his suspension, and such grievance shall commence under Step 3 of the grievance procedure.

If a grievance arises as a result of discipline other than a suspension, the grievance shall commence under Step 2 of the grievance procedure.

Section 5. GRIEVANCES:

It is understood and agreed that when an employee files a grievance, the act of filing such grievance shall constitute his authorization to the City to reveal to the participants in the grievance procedure any and all information available to the City concerning the grievance

including information contained within his or her own personnel file.

The participants, at each step of the grievance procedure, who would need to have the pertinent information revealed to them, i.e. the grievant, his representative and/or counsel, and the City Officials responsible for processing the grievance and its counsel shall have access to all necessary information.

ARTICLE IX LEAVE WITHOUT PAY

An administrative or special leave may be granted to an employee, when approved by the department head, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster the systematic improvement of the knowledge and/or skills required in the performance of his work, for an off duty injury or illness when such leave extends beyond the employee's earned sick leave days, and for other reasons that may be beneficial to the employee and to the City.

All such leaves shall be without pay, shall not disrupt the normal operation of the department, and shall be specific as to their duration, with sixty (60) days being the maximum duration. During such leave of absence, an employee shall not continue to accrue benefits for sick leave, personal leave, vacation entitlement, and holidays.

The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with his department head prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave, without having made prior arrangements for an extension of said leave shall be deemed a resignation of City employment.

Leaves of absence shall be requested in writing by the employee and approved by the Department Head on such terms and conditions as are agreeable to the parties.

ARTICLE X RECIPROCAL RIGHTS

Section 1. RIGHT TO REPRESENTATION:

The City recognizes the right of employees to designate representatives of the PBA to appear on their behalf to discuss salaries, working conditions, grievance and disputes as to the terms and conditions of this Agreement, and to visit policemen during working hours provided there is no undue interruption of services. Such PBA representatives shall also be permitted to appear at such public hearings before the Common Council as pertains to commonly accepted police matters.

Section 2. RIGHT TO USE FACILITIES:

The PBA shall have the right to post notices and communications on the bulletin boards

maintained on the premises and facilities of the City, subject to the approval of the contents of such notices and communications by the Mayor, his designee or such other authorized official. The officers and agents of the PBA shall have the right to visit the City's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement, such visitation rights being only at a time and place agreed upon by the City and the PBA.

The employees shall have the privilege of using the limited space now available in the lounge of the Police Department for committee meetings and other PBA activities, and shall also have the privilege of using the room now used for court and Common Council meetings, or other municipally owned space for meetings and other PBA activities, but so as not to interfere with legitimate use of such rooms for Police Department or official City business.

Section 3. RIGHT TO TIME ALLOWANCE:

Employees who are designated or selected to adjust grievances or assist in the administration of this Agreement shall be permitted a reasonable amount of time from their regular duties to fulfill such obligations which have as their purpose the maintenance of harmonious and cooperative relations between the City and the employees and the uninterrupted operation of government.

The President of the PBA and/or one other elected representative of the PBA shall have the right to attend conventions and meetings of the Police Conference of New York, in pursuance of their obligations as officers and/or delegates of the PBA, and any absence therefore, shall be considered extra authorized personal leave time; the president and his designee being entitled to a maximum of ten (10) days of such extra leave time. Additional leave time may be granted in the sole discretion of the Chief of Police.

Section 4. DISCIPLINE AND DISCHARGE:

The City may establish, promulgate and enforce binding rules in connection with its operation and the maintenance of discipline, provided such rules are not inconsistent with the provisions of the Agreement.

A. Applicability

The disciplinary procedure for incompetence or misconduct shall apply to all employees otherwise subject to Civil Service Law, Sections 75 and 76. This procedure shall be adhered to in all cases of discipline and discharge.

B. Employee Rights

1. An employee shall be entitled to representation by the PBA and/or an attorney at each and every step of this disciplinary procedure.

2. No recording device or stenographic or other record shall be used during an interrogation unless the employee is advised in advance that a transcript is being made and is

thereafter supplied a copy of the record.

3. In all disciplinary proceedings, the employee shall be presumed innocent, he must be proven guilty, and the burden of proof on all matters shall rest upon the employer.

4. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this section.

5. An employee shall not be requested, directed, or ordered to submit any written report of his activities that are being investigated other than a report that the employee would prepare and file as in the normal course of police business detailing the employee's police investigation and activity.

C. Limitations

1. An employee shall only have disciplinary action imposed against him for proven misconduct or incompetence.

2. An employee shall not be disciplined for acts or omissions except those that would constitute a crime, which occurred more than one year prior to the Notice of Discipline. It is understood, however, that in assessing a penalty after a finding of guilt, the Chief of Police or an arbitrator may consider discipline imposed more than one year prior to the Notice of Discipline.

D. Resignation

1. An employee may tender his resignation following a service of a Notice of Discipline. Any such resignation will be processed in accordance with Civil Service Law and Rules and the employee's services shall be terminated. Resignation does not preclude either the filing of a Notice of Discipline or the prosecution of a Notice of Discipline.

E. Investigation

1. Nothing in this Agreement shall prevent or limit management's authority to investigate an incident that may result in the service of a Notice of Discipline upon an employee.

2. Whenever an employee is questioned concerning an alleged violation, which if proven, could result in the service of a Notice of Discipline, or any other disciplinary action, he shall first be informed, in writing, of the nature of the investigation and before any questioning takes place, he shall be afforded a reasonable opportunity and the facilities to contact a PBA representative and/or an attorney.

3. Subsequent to the service of a Notice of Discipline, the investigatory activities of management involving the direct questioning of the employee shall cease.

4. An employee shall not be asked to take a polygraph examination.

F. Notice of Discipline

1. Content - The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a description of the acts or omissions alleged to be evidence of misconduct or incompetence, including references to dates, times and places.

2. Notification - Where the appointing authority or his designee seeks a penalty of the imposition of suspension with pay, demotion or dismissal from service, notice of such pending disciplinary action shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

3. Grievance - A Notice of Discipline may be the subject of a grievance before the department head or his designee and if filed by the employee, shall be processed in accordance with the grievance procedures under this Agreement.

4. Statement of Rights - Any Notice of Discipline served on an employee shall be accompanied by a written statement that:

The employee is entitled to representation by the PBA and/or an attorney, at each and every step of the proceedings pursuant to this Notice of Discipline.

G. Suspension

1. Prior to the service of a Notice of Discipline or prior to institution of or exhaustion by the employee of the grievance procedure applicable to discipline procedures, an employee may be suspended without pay in accordance with law, if the appointing authority determines there is probable cause to believe:

- a. that the employee's continued presence on the job represents a potential danger to persons or property, or
- b. that the employee's continued presence on the job would severely interfere with departmental operations.

2. Notice of Discipline must be served within seventy-two (72) hours following suspension. A suspension shall be reviewable by the Arbitrator to determine whether the appointing authority had probable cause to suspend.

3. A suspended employee may proceed directly to arbitration by filing an Appeal to Arbitration within ten (10) days following the service of a Notice of Discipline, with a copy of said appeal being filed simultaneously with the City.

Arbitration

1. If an employee requests that a disciplinary matter be submitted to arbitration, then the PBA and the appointing authority shall select an arbitrator pursuant to the rules of the American Arbitration Association and the arbitration shall be conducted under the rules of the American Arbitration Association.
2. All fees and expenses of the arbitration/arbitrator shall be divided equally between the appointing authority and the PBA or the employee if he is not represented by the PBA. Each party shall bear the cost of preparing and presenting its own case.
3. The independent arbitrator must hold a hearing within ten (10) days after selection and a decision shall be rendered by the arbitrator within five (5) days of the close of the hearing(s). Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party.
4. The arbitrator's decision with respect to guilt or innocence, penalty, or the probable cause for suspension shall be final and binding upon the parties and he may approve, disapprove, or take other appropriate action warranted under the circumstance, including but not limited to ordering reinstatement and back pay for all or part of a period of suspension. If the arbitrator upon review, finds probable cause for an already imposed suspension, he shall consider such imposed suspension in determining the final penalty to be imposed.

Imposition of Penalty

1. The penalty proposed by the appointing authority, as set forth in the Notice of Discipline may not be implemented until either:
 - a. the matter is settled,
 - b. or the proposed penalty is upheld by an arbitrator or a different penalty is determined by the arbitrator.

Informal Resolution

1. The Chief of Police may elect to meet with the employee and a representative if selected by the employee, prior to the service of a Notice of Discipline in accordance with the provisions in this contract. The employee or his designee may also initiate the request for such meeting and if so requested, such meeting shall be held. In the event that an agreement as to disciplinary action is reached between the Chief of Police and the employee before the filing of a notice of discipline, such agreement shall constitute a waiver of any and all rights the employee may have to challenge such discipline, either through a Section 75 hearing, court action, or the grievance procedure. This agreement shall be reduced to writing, signed by the parties, and a copy with original signatures shall be provided to each party.

Section 5. MANAGEMENT RESPONSIBILITIES:

It is recognized that the management of the Department, the control of its property and the maintenance of order and efficiency are solely the responsibility of the City. Accordingly, the City retains the right, except as may be specifically modified or reserved in the Agreement, including but not limited to selecting and directing of the working forces, hiring, suspending or discharging; making reasonable and binding rules not inconsistent with this Agreement; assignment, and promoting or transferring, determining the amount of overtime to be worked; deciding on the number and location of facilities, stations, etc.; determining the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of the equipment and materials; and purchasing of services of others by contract or otherwise.

ARTICLE XI
MISCELLANEOUS

Section 1. WALKING POSTS:

1. The Walking Post shall be maintained until the bars located between Post 3 and Post 5 have closed and the crowds have dispersed.
2. After the bars have closed and the crowds have dispersed, walking post shall be maintained when the outside temperature is above zero (0) degrees Fahrenheit.
3. After the bars have closed and crowds have dispersed, a Patrol Officer assigned to a walking post will be assigned to a patrol vehicle when the temperature falls below zero (0) degree Fahrenheit, or when the shift Supervisor deems the weather too severe for the walking post. The Patrol Officer assigned to the walking post (in a vehicle), will still be responsible for all duties associated with the walking post.
4. Whenever special circumstances exists requiring walking posts, regardless of the temperature, (Le. Downtown Bar Patrol or other special activities), it will be the responsibility of the supervision charge of the shift/detail to assure that the Patrol Officers assigned to the walking posts are spelled periodically to allow time out of the severe weather conditions.

Section 2. VEHICLE EQUIPMENT:

The following equipment will be installed in the department's marked patrol vehicles, and will be automatically included in all future marked patrol vehicles:

1. Side mount alley lights with halogen Bulbs
2. Security cages with Plexiglas shields
3. Mid or full sized vehicles be utilized for patrol units
4. Shot/Rifles and Shotgun/Rifle Mounts
5. Air conditioning
6. Spot Light

Section 3. TUITION REIMBURSEMENT:

Any member who voluntarily leaves the employ of the City within one year after graduation from a police academy shall reimburse the city for 50% (fifty per cent) of the cost incurred by the City for said tuition. In the event the voluntary termination is within two years after said graduation, the reimbursement rate is reduced to 30%. An in the event the voluntary termination is within a three year period, said reimbursement rate shall be 10%.

ARTICLE XII
TERMS OF AGREEMENT AND SAVINGS CLAUSE

Terms of Agreement

Section 1.

The agreement shall be effective _____, except as stated within and shall terminate on _____.

Section 2.

The provisions of this Agreement shall supercede provisions heretofore made and provided, which are specifically covered herein; however, items not specifically covered herein, provided by statute, law, ordinances, resolutions, previous conditions of employment, policy, or custom, shall continue in force and remain in effect, during this Agreement.

Section 3.

Should any provisions of this Agreement, or any Supplement thereto, be held invalid or unconstitutional by statute or by any Court of competent jurisdiction, such provisions shall be deemed separate, distinct, and independent, and such holding shall not effect the validity of the remaining portions thereof; and the parties hereto agree to be honor the remaining portions here of the contract and meet for the purposes of renegotiating that portion declared unlawful.

Section 4.

It is understood by and between the City and the PBA, that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given such approval.

(The remainder of this page is purposely left blank)

IN WITNESS WHEREOF, on this ____ day of _____, 2011, the parties hereto
have set their hands and seals by their duly authorized representatives.

CITY OF CORTLAND

By: _____
Susan Feiszli, Mayor

CORTLAND POLICE BENEVOLENT ASSOCIATION, INC

By: _____
Sean Byrnes, President

SCHEDULE "A"
PBA SALARY SCHEDULE
01/01/2010 Through 12/31/2012

Effective the first pay period subsequent to Union
ratification and Common Council approval
through 12/31/2012

As of January 1, 2009
3% Increase

Position	Entry	Certified	1	2	3	4	6
Patrolman	\$ 37,752	\$ 42,646	\$ 47,546	\$ 49,269	\$ 50,998	\$ 52,721	\$ 56,178
Sergeant	\$ 60,147		\$ 61,414				
Lieutenant	\$ 65,198		\$ 66,460				

As of January 1, 2010
1.0% Increase

Patrolman	\$ 38,129	\$ 43,073	\$ 48,021	\$ 49,762	\$ 51,508	\$ 53,248	\$ 56,740
Sergeant	\$ 60,748		\$ 62,028				
Lieutenant	\$ 65,850		\$ 67,124				

As of January 1, 2011
2% Increase

Patrolman	\$ 38,892	\$ 43,934	\$ 48,982	\$ 50,757	\$ 52,539	\$ 54,313	\$ 57,875
Sergeant	\$ 61,963		\$ 63,268				
Lieutenant	\$ 67,167		\$ 68,467				

As of January 1, 2012
3% Increase

Patrolman	\$ 40,058	\$ 45,252	\$ 50,451	\$ 52,280	\$ 54,115	\$ 55,942	\$ 59,611
Sergeant	\$ 63,822		\$ 65,166				
Lieutenant	\$ 69,182		\$ 70,521				